

EXHIBIT “B”

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

NATIONAL OILWELL VARCO, L.P.,

Plaintiff,

v.

JULIO GARZA and ARRAY TECH, INC.,

Defendants.

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Case No. 4:22-CV-02006

PLAINTIFF’S THIRD AMENDED COMPLAINT

Plaintiff National Oilwell Varco, L.P. (“NOV”) complains of Defendants Julio Garza (“Garza”) and Array Tech, Inc. (“Array”) (together, “Defendants”) as follows:

I. INTRODUCTION

1. This is a classic case of an employee misappropriating trade secrets while on the way out the door to his new employer. While employed as a Senior Solar Engineer, Garza was given access to certain highly confidential and proprietary information related to NOV’s work with solar and solar array technology. This included confidential and non-public provisional patent applications, designs, design calculations, engineering, assembly, and installation studies, manufacturing costs, and project bids related to NOV’s highly valuable prototype solar tracker system. Garza had both a contractual and fiduciary obligation to keep such information confidential. Nevertheless, Garza breached such obligations by, *inter alia*, surreptitiously downloading and otherwise obtaining NOV’s highly confidential and proprietary information and transporting it across state lines to his new employer, Array — NOV’s direct competitor in the solar and solar array marketplace — and continuing to access and use such information while working for Array. This lawsuit follows. NOV seeks preliminary and permanent injunctive relief against both Garza and Array, as well as damages against Array.

II. JURISDICTION AND VENUE

2. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because there is complete diversity of citizenship and the value of the research and development undertaken by NOV to produce the misappropriated information exceeds \$75,000.00, exclusive of interest and costs.

3. The Court has personal jurisdiction over the parties, both general and specific. With respect to Garza, *inter alia*, he is a recent past resident of Texas and has answered and appeared herein for all purposes. With respect to NOV and Array, NOV is a resident of Texas and both NOV and Array are authorized to do business in Texas and regularly conduct business in Texas, including the business giving rise to this lawsuit, all or a substantial part of which occurred in Texas. Moreover, Array committed the torts made the basis of this lawsuit in Texas, by, *inter alia*, misappropriating highly confidential and proprietary information from NOV in Texas. Additionally, Array was originally a party to this lawsuit before being dismissed without prejudice while NOV further investigated its claims. In the interim, Array continued its participation in this lawsuit as an interested party, including making filings with and appearing before the Court. Now, NOV's investigation having revealed that it does indeed have a claim against Array, NOV has amended its complaint to once again include Array as a party. As such, it cannot be seriously argued that Array has not purposely availed itself of the privileges and protections of doing business in Texas and has engaged in continuous and systematic commercial activity in Texas sufficient in scope and duration to have established minimum contacts with the state such that the exercise of jurisdiction over Array herein would not offend traditional notions of fair play and substantial justice.

4. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to NOV's claims occurred in Grimes County, Texas, which is located in this district.

III. PARTIES

5. Plaintiff National Oilwell Varco, L.P. is a Delaware limited partnership authorized to do business in Texas. NOV's principal place of business is located at 7909 Parkwood Circle Dr., Houston, Texas 77036. NOV has appeared herein for all purposes.

6. Defendant Julio Garza is an individual residing in Arizona. Garza has answered and appeared herein for all purposes.

7. Defendant Array Tech, Inc. is a New Mexico corporation authorized to do business in Texas.¹ Array's principal place of business is located at 3901 Midway Place NE, Albuquerque, New Mexico 87109. Array may be served by serving process on its registered, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

IV. FACTS

A. GARZA ENTERS INTO A CONFIDENTIALITY AGREEMENT WITH NOV.

8. Garza was hired by NOV on May 13, 2019. On his hire date, NOV and Garza entered into a valid and enforceable *Intellectual Property, Confidential Information and Non-Solicitation Agreement* (the "Confidentiality Agreement").² The agreement states in relevant part the following:

¹ Array Tech, Inc., formerly known as Array Technologies, Inc. (NM), is the operating subsidiary of Array Technologies, Inc. (DE), a Delaware corporation whose shares are traded on the NASDAQ stock exchange under the symbol "ARRY." Array Technologies, Inc. (DE) owns a 100% interest in ATI Investment Sub, Inc., which in turn owns a 100% interest in Array Tech, Inc. Array Tech, Inc. is registered to do business in Texas as Array Technologies, Inc. (NM). According to statements made in its recent filings with the Securities and Exchange Commission, Array Technologies, Inc. (DE) conducts substantially all of its operations through Array Tech, Inc.

² See Ex. A, Confidentiality Agreement.

Company Confidential Information: any and all information in any form or format relating to the Company or entrusted to the Company via third party, including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, concepts, ideas, improvements to any of the aforementioned, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, customer lists, customer contact information, customer organizational information, customer preferences, customer purchasing history, customer needs, customer designs, financial information, credit information, **pricing information, information relating to future plans, marketing strategies, new product research, historic or pending projects and proposals, proprietary design processes, research and development strategies, intellectual property considered by the Company to be confidential, including Trade Secrets, unpublished patent applications, and related filings, and similar items regardless of whether or not identified as confidential or proprietary.**

Ex. A at p. 1, ¶ 3 (emphasis added).

I agree to not remove from the Company's premises or its control any Company Confidential Information or Company Intellectual Property, unless specifically authorized to do so or as part of my duties at Company. **This includes not copying or transmitting such information via personal electronic devices, external hard drives,** storage discs, CD's, DVD's, personal email accounts, online storage accounts, and any other similar media. Upon termination, for any reason, of my employment, I shall promptly deliver to the Company all drawings, blue prints, manuals, letters, notes, notebooks, reports, electronic files and if password protected, all passwords necessary to access Company Confidential Information or Company Intellectual Property contained therein, software and all other material which have not been made public relating to the Company's business and which are in my possession or under my control.

Id. at p. 2, ¶ 4 (emphasis added).

9. The Confidentiality Agreement is designed to protect NOV's business goodwill, confidential information, and trade secrets. NOV has spent millions of dollars and countless hours on developing NOV's business, developing NOV's technical capabilities, and developing and managing client relationships. At no point has NOV ever consented to or authorized Garza to copy

or download NOV's confidential information to any personal external storage devices or otherwise remove NOV's confidential information from NOV's secure network.

B. NOV AND ARRAY OPERATE COMPETING BUSINESSES.

10. Originally founded in 1862, NOV and its predecessor companies have spent 160 years helping transform oil and gas field development and improving its cost-effectiveness, efficiency, safety, and environmental impact. More recently, by applying its deep expertise and technology, NOV has helped advance the transition toward sustainable energy through cutting edge research and innovation. NOV is at the forefront of the energy evolution, and its energy transition business focuses on supporting eight primary initiatives where NOV is continuously growing and diversifying its core engineering, manufacturing, and project management expertise to its customers: (1) offshore wind; (2) geothermal solutions; (3) carbon capture utilization and storage solutions; (4) biogas solutions; (5) hydrogen solutions; (6) solar energy; (7) repurposing offshore rigs and platforms; and (8) deep-sea mineral extraction.

11. With respect to its solar energy group, the group in which Garza worked as the lead designer on NOV's proprietary solar tracking system, NOV is currently researching and developing multiple solutions for capturing, converting, storing, and using solar power for various applications and operations. After spending many years and millions of dollars on research and development, NOV is bringing to market its proprietary ArcMin^{PV} line of solar fixed tilt racking, solar trackers, and digital solutions.³ This proprietary product line from NOV is its first entry into the solar energy line of products and is expected to be a significant product line as the world moves toward sustainable forms of energy as an alternative to fossil fuels.

³ A solar tracker is essentially an integrated system of steel supports, electric motors, gearboxes, and electronic controllers that move solar panels throughout the day to maintain an optimal orientation to the sun, which significantly increases their energy production.

12. Array sells a similar, but more antiquated, tracker system called DuraTrack HZ v3. According to the statements contained in Array's most recent 10-K on file with the SEC, DuraTrack HZ v3, which was brought to market in 2015, is Array's single-axis tracker that purportedly reduces installation time and contains a passive wind load mitigation system to increase reliability and reduce maintenance costs.⁴

13. As with all businesses that hope to remain competitive, Array continually conducts research and development to maintain and expand its market share by employing a development strategy that identifies features to bring value to its customers and differentiate Array from its competitors. The industry is highly competitive and all companies compete on the basis of product performance and features, total cost of ownership, reliability and duration of product warranty, sales and distribution capabilities, training, and customers. The competition for market share is fierce.

C. GARZA IS PROVIDED WITH HIGHLY CONFIDENTIAL AND PROPRIETARY INFORMATION.

14. NOV initially hired GARZA as a Mechanical Engineer to work in NOV's Houston office located at 10353 Richmond Ave., Houston, Texas, but GARZA spent much of his time in Navasota, Texas at NOV's Springett Technology Center ("STC") located at 8851 State Highway 105 E., Navasota, Texas, where he would eventually be promoted to Senior Solar Engineer.

15. As a Senior Solar Engineer, Garza worked with a team of engineers and scientists to design a state-of-the-art solar array tracking system. Garza and his team primarily worked on designing, building, testing, and commissioning a solar racking system, which is used to support structures needed to hold up solar panels on utility-scale solar farms.

⁴ See Ex. D, Array Technologies, Inc. Form 10-K, at p. 2.

16. The installation of solar panels in a solar farm is labor intensive and there have been industry attempts to reduce manual labor required for solar panel installations. Thanks to the work that Garza completed for NOV, NOV was able to secure Patent No. US 11,296,649 (the “Patent”), which is a patent for a foldable solar panel assembly. The foldable solar panel assemblies can be easily pre-assembled and transported to a solar farm site where they can be installed. NOV’s state-of-the-art assembly enables solar energy farm operators to install solar panel assemblies more easily and cheaply by reducing the manual labor associated with the solar array installation. Garza is listed as one of the “Inventors” on the Patent, which was issued on April 5, 2022, just weeks before Garza departed NOV with the stolen files.

17. Additionally, Garza is also identified as one of the “Inventors” on Provisional Patent Application No. US 63,287,778 (the “Provisional Patent Application”), which is a provisional patent application for a proprietary mounting system used on NOV’s solar tracker system. Crucially, provisional patent applications are non-public and highly confidential. If an applicant wishes to continue to seek patent protection for the subject matter disclosed in a provisional patent application, the applicant must file a related, non-provisional patent application prior to expiration of the provisional patent application.

18. In addition to being the “Inventor” of at least two separate patented and patent-pending technologies, Garza was routinely the sole contact with NOV’s third-party contractors who performed confidential testing on NOV’s proprietary solar tracker design. Specifically, Garza had access to NOV’s engineering studies on NOV’s proprietary solar racking system, including but not limited to study results regarding the solar tracking system assembly, installation, and design, manufacturing cost information, and NOV’s go-to-market strategy. That is, Garza was one of a handful of people who had access to *all* of NOV’s documents regarding NOV’s proprietary

solar racking system including the product's strengths, weaknesses, cost to manufacture, marketing timeline, and other crucial design information that would assist companies in unfairly competing against NOV.

D. GARZA RESIGNS FROM NOV.

19. Unbeknownst to NOV, Garza began interviewing with Array on or about April 12, 2022. A week later, on April 19, 2022, Garza completed the interview process and received a verbal offer of employment. A formal written offer of employment would follow days later.

20. On or about April 21, 2022, after having secured a job with Array, Garza sent his letter of resignation from NOV to Ed Whitnell, Vice President of NOV Renewables. The letter stated that Garza was leaving NOV to "pursue another opportunity that is more consistent with [his] career goals."⁵ Garza's last day with NOV was April 26, 2022.

E. NOV DISCOVERS GARZA'S MISAPPROPRIATION.

21. On April 27, 2022, after learning that Garza would be leaving NOV to work for Array, NOV's direct competitor in the solar and solar array marketplace, Mr. Whitnell requested an audit through NOV's legal department on Garza's work-computer to determine if Garza had downloaded any documents during the last month of his employment.

22. NOV's IT department determined that between February 22, 2022 and April 22, 2022, Garza downloaded to an external storage device and saved, modified, and/or renamed approximately ninety-four files, many of which are confidential.⁶ Notably, this included confidential results of third-party engineering studies on a highly valuable prototype solar tracker for NOV's renewables market, information on manufacturing costs for the prototype, the market

⁵ See Ex. B, Garza's Resignation Letter.

⁶ See Ex. C, File List.

launch schedule, structural calculations, assembly, and installation study results, design calculations, and NOV's confidential bids for certain projects on which the product would be used.

23. Further investigation has revealed that on April 22, 2022, the day after Garza tendered his formal resignation from NOV, Garza, while using his NOV email account, forwarded an email to his personal email account containing communications from NOV's patent attorneys, as well as a draft provisional patent application for a mounting system used on NOV's solar tracker project. The email also included a file entitled "Solar Panel Single Bolt Clamp." Garza then filed these documents in a personal email folder entitled "Important Stuff." The provisional patent application and accompanying attachments are not publicly available and contain descriptions and drawings of NOV's proprietary mounting system.

24. These and the other files misappropriated by Garza contain a treasure trove of information that could be used by a competitor to improve product performance and/or potentially develop a brand-new product. Specifically, the confidential information Garza misappropriated from NOV contains such in-depth information that would allow an unscrupulous competitor to reverse engineer NOV's design, thereby saving significant time, money, and resources. Additionally, the stolen files also contain proprietary engineering calculators used specifically for the engineering of solar trackers. Garza and Array can use the engineering calculators to improve the speed and efficiency at which Garza and Array can perform research and development.

25. This is only a preliminary assessment of the files and documents Garza downloaded in violation of the Confidentiality Agreement. The misappropriation of this highly confidential and proprietary information represents a significant loss for NOV and an investigation into the matter remains ongoing.

F. GARZA USES NOV'S HIGHLY CONFIDENTIAL AND PROPRIETARY INFORMATION WHILE WORKING FOR ARRAY.

26. Garza began working for Array on or about May 9, 2022. According to Garza, his first couple of weeks with Array consisted mostly of orientation and training. Garza did not begin substantive work until on or about May 23, 2022.

27. On his first day of substantive work, Garza sent an email from his personal email account to his Array email account. The email contained a close-up photograph of a prototype proprietary mounting system that is the subject of the Provisional Patent Application. The photograph was taken at NOV's testing facility in Navasota, Texas, a restricted access facility where NOV conducts research and development on various products including its solar tracking system. Photographs of the prototype are not publicly available. However, because Garza sent the photograph to his Array email account, the photograph is now on Array's server.

28. Garza's misappropriation of this highly confidential and sensitive photograph is extremely problematic and exposes NOV to immeasurable harm. This is because Garza's dissemination of the photograph is technically a public disclosure of NOV's proprietary technology. This means that in certain strategically important jurisdictions, like China and in European countries, NOV has lost its ability to seek patent protection for any design features shown in the photograph but not already disclosed in the Provisional Patent Application.

29. But it does not end there. The photograph of NOV's prototype is, unfortunately, far from the only file Garza used or disclosed while working for Array. From May 23, 2022 through May 31, 2022, Garza accessed at least twenty-seven other confidential files misappropriated from NOV. The vast majority of these were accessed on his first day of Garza's substantive work at Array, May 23, 2022. Moreover, between June 1, 2022 and June 2, 2022, Garza accessed at least

an additional four misappropriated files. Upon information and belief, all of these files were accessed by Garza using his Array-issued laptop.

G. NOV FILES SUIT AGAINST GARZA AND ARRAY.

30. Garza and Array have disclosed and used, and, if not enjoined, will disclose and use, NOV's confidential information and trade secrets. Moreover, Garza's use and disclosure of NOV's confidential information is inevitable in the course and scope of his work for Array because it is probable that Garza will use NOV's confidential information for the benefit of Array. Such wrongful acts have caused irreparable harm to NOV's business, good-will, and confidential information and trade secrets.

31. On June 3, 2022, NOV filed this lawsuit in state court in Grimes County, Texas and secured a temporary restraining order prohibiting any further use of NOV's confidential information. The order is signed at 3:36 p.m. and was emailed to Garza and Array that evening at approximately 7:08 p.m.

32. Two days after the temporary restraining order was entered and received by Garza and Array, an unknown party violated the order and accessed two highly confidential NOV documents concerning potential designs and design improvements to NOV's solar tracker system.

33. Together, the ultimate value of this and the other confidential information misappropriated from NOV is likely to be measured in the hundreds of millions of dollars, if it is measurable at all. The misappropriated information alone is enough to reverse engineer NOV's proprietary solar tracker system, identify product improvements and suppliers, and impair NOV's ability to patent its system in many strategically important jurisdictions around the globe — all of which expose NOV to immeasurable damages.

V. CAUSES OF ACTION

COUNT 1 – BREACH OF CONTRACT (AGAINST GARZA)

34. NOV re-alleges the allegations set forth above.

35. The Confidentiality Agreement is a valid and enforceable agreement between Garza and NOV. Garza breached the Confidentiality Agreement by, *inter alia*, using and disclosing NOV's confidential information without authority. Garza has usurped corporate opportunities belonging to NOV and has performed and is performing competitive services using such confidential information. As a result of such breaches, NOV has suffered damages. Although, to be clear, NOV does not seek the recovery of damages against Garza herein. NOV seeks only injunctive relief and its attorneys' fees and costs as provided by law.

COUNT 2 – BREACH OF FIDUCIARY DUTY (AGAINST GARZA)

36. NOV re-alleges the allegations set forth above.

37. During the course of his employment with NOV, Garza participated in and contributed to new and existing product and system development using NOV's confidential information. Garza's ongoing and specific associations were something that a third party, like Array, would not likely have been able to develop. Moreover, in his role as a Senior Solar Engineer, Garza had the opportunity to assess the product developments of NOV to a company like Array from a vantage point inaccessible to persons outside of NOV.

38. Garza breached his fiduciary duty to NOV. An agent-principal relationship existed between NOV and Garza. Additionally, by virtue of the nature of his employment relationship with NOV, a special relationship of trust and confidence existed between NOV and Garza. NOV justifiably placed trust and confidence in Garza to act in NOV's best interest. As such, Garza stood in a fiduciary relationship with NOV. Further, Garza furnished information and advice to NOV regarding product research and development for NOV. Garza furnished such information and

advice with the understanding that NOV would rely on such information and advice. Such circumstances also create a fiduciary relationship between Garza on the one hand and NOV on the other.

39. As a fiduciary, Garza owed NOV the duty of loyalty and good faith, the duty of candor, the duty to refrain from self-dealing, the duty to act with integrity of the strictest kind, the duty of fair and honest dealing, and the duty of full disclosure. Garza also owed NOV a duty not to deal with NOV as or on behalf of an adverse party, the duty to refrain from competing with NOV and/or acting to otherwise assist any competitor of NOV, the duty to refrain from using NOV's property for his own purpose or for the purpose of a third party, the duty to refrain from using or communicating NOV's confidential information to a third party, and the duty to refrain from acquiring a material benefit from a third party in connection with transactions entered on behalf of NOV.

40. Garza owed NOV a fiduciary duty to act with care, competence, and diligence in light of his special skills and knowledge, as well as a fiduciary duty to act reasonably and refrain from conduct damaging to NOV's enterprise.

41. Garza breached these duties. Garza's breaches of his fiduciary duties are and were unfair and inequitable to NOV and caused NOV damage. Such breaches include, without limitation, not acting loyally for NOV's benefit, failing to disclose fully and fairly all important and/or material information to NOV, particularly information pertaining to his intended use of NOV's business, technical, economic, and engineering information, NOV's customer lists and pricing information, and other confidential information Garza misappropriated in preparing to, intending to, and in fact competing with NOV.

42. Garza's failure to comply with his fiduciary duties resulted in a benefit to himself and was a proximate cause of injury, harm, and/or damages to NOV. Although, to be clear, NOV does not seek the recovery of damages herein against Garza. NOV seeks only injunctive relief and its attorneys' fees and costs as provided by law.

COUNT 3 – TEXAS UNIFORM TRADE SECRETS ACT (AGAINST GARZA AND ARRAY)

43. NOV re-alleges the allegations set forth above.

44. Garza and Array acquired NOV's trade secrets through improper means and have retained and/or disclosed NOV's trade secrets without consent. Garza and Array are in possession of NOV's trade secrets and other confidential information, and are now in a position to use them, and have used them, to their advantage and to NOV's disadvantage.

45. Information regarding, among other things, NOV's business, technical, economic, and engineering information and other confidential information and trade secrets are entitled to protection under the Texas Uniform Trade Secrets Act. This information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. This information is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

46. NOV's trade secret and confidential and proprietary information is known to NOV and its employees and is sufficiently secret. It has economic value and is protected by Texas law. NOV goes to great expense and takes sufficient measures to maintain the confidentiality of its trade secret and confidential proprietary information by, among other things, requiring employees to sign nondisclosure agreements and establishing and utilizing an information technology system that restricts access to confidential and proprietary data. Garza and Array obtained access to such

confidential and proprietary documents and information solely by virtue of Garza's status as an NOV employee.

47. Garza and Array have unlawfully accessed, used, and/or retained — and therefore misappropriated — NOV's trade secrets obtained by Garza through his confidential relationship with NOV. Garza owed a statutory duty to NOV and agreed to only use such trade secrets during his employment with NOV.

48. As a result of the misappropriation of trade secrets and wrongful acts of Garza and Array, NOV has suffered and continues to suffer damages. Although, to be clear, NOV does not seek the recovery of damages against Garza herein. NOV seeks damages only against Array, plus injunctive relief and an award of its attorneys' fees and costs as provided by law against Garza and Array.

COUNT 4 – DEFEND TRADE SECRETS ACT OF 2016 (AGAINST GARZA AND ARRAY)

49. NOV re-alleges the allegations set forth above.

50. Garza and Array acquired NOV's trade secrets through improper means and have retained and/or disclosed NOV's trade secrets without consent. Garza and Array are in possession of NOV's trade secrets and other confidential information, and are now in a position to use them, and have used them, to their advantage and to NOV's disadvantage.

51. NOV's business, technical, economic, and engineering information and other confidential information and trade secrets are entitled to protection under the Defend Trade Secrets Act of 2016. This information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. This information is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

52. NOV's trade secret and confidential proprietary information is known to NOV and its employees and is sufficiently secret. It has economic value and is protected by federal law. NOV goes to great expense and takes sufficient measures to maintain the confidentiality of its trade secret and confidential proprietary information by, among other things, requiring employees to sign nondisclosure agreements and establishing and utilizing an information technology system that restricts access to confidential and proprietary data. Garza and Array obtained access to such confidential and proprietary documents and information solely by virtue of Garza's status as a NOV employee.

53. Garza and Array have unlawfully accessed, used, and/or retained — and therefore misappropriated — NOV's confidential, trade secret, and proprietary information, and further, Garza has breached his duty to maintain its secrecy. Specifically, Garza acquired NOV's trade secret information as part of his duties as an NOV employee and knew or had reason to know that by retaining NOV's confidential, trade secret, and proprietary information following his resignation violated his Confidentiality Agreement and breached his duty to maintain secrecy of such information. That is, having been stripped of his authority to access, use, or retain NOV's confidential, trade secret, and proprietary information upon his resignation, Garza was not authorized to take such information with him to NOV's competitor, Array. Moreover, Garza and Array were then also not authorized to access, use, and retain such improperly obtained confidential, trade secret, and proprietary information.

54. The confidential, trade secret, and proprietary information misappropriated by Garza and Array relates to a solar tracking system that NOV intends to sell outside of Texas and the United States of America.

55. As a result of the misappropriation of trade secrets and wrongful acts of Garza and Array, NOV has suffered and continues to suffer damages. Although, to be clear, NOV does not seek the recovery of damages against Garza herein. NOV seeks damages only against Array, plus injunctive relief and an award of its attorneys' fees and costs as provided by law against Garza and Array.

COUNT 5 – COMPUTER FRAUD AND ABUSE ACT (AGAINST GARZA)

56. NOV re-alleges the allegations set forth above.

57. The Computer Fraud and Abuse Act, 18 U.S.C. § 1030, provides that “any person who suffers damage or loss by reason of a violation of this section may maintain a civil action against the violator to obtain compensatory damages and injunctive relief or other equitable relief.” 18 U.S.C. § 1030(g).

58. Outside of normal business hours, Garza, before the time of his departure and the dissolution of his employment relationship with NOV, knowingly and intentionally accessed, downloaded, copied, took, and/or stole NOV's confidential, trade secret, and proprietary information, without authorization and in violation of the Confidentiality Agreement, from NOV's computers and/or computer network.

59. NOV's computers and computer systems are “protected computers” as that term is defined in 18 U.S.C. § 1030(e)(2)(B), because they are connected to the internet and used in interstate commerce and communication in the course of NOV's business, which is global.

60. Garza intentionally accessed NOV's computer network without authorization and downloaded approximately ninety-four files which contained NOV's confidential, trade secret, and proprietary information from NOV's computer network to his personal USB device.

61. As a result of Garza's conduct, NOV has sustained damages totaling in excess of \$5,000.00, including those incurred in the course of NOV's investigation and response to Garza's

offense. Pursuant to the statute, the term “loss” means any reasonable cost to any victim, including the cost of responding to an offense, and any revenue lost, cost incurred, or other consequential damages incurred. Although, to be clear, NOV does not seek the recovery of damages against Garza herein. NOV seeks only injunctive relief and its attorneys’ fees and costs as provided by law.

VI. RELIEF SOUGHT

62. NOV seeks preliminary and permanent injunctive relief against both Garza and Array, as well as damages against Array.

63. NOV’s Employee Dispute Resolution program provides for arbitration arising from employment-related legal disputes between NOV and its employees. However, the program *does not* cover claims seeking injunctive relief due to the theft of NOV’s confidential and trade secret information, due to the use or unauthorized disclosure of NOV’s confidential and trade secret information, or due to the breach of restrictive covenants. Although NOV does not seek to recover damages in this lawsuit against Garza, NOV expressly reserves the right to do so in arbitration.

64. Additionally, NOV is entitled to recover its reasonable and necessary attorney’s fees incurred pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, Section 134A.005 of the Texas Civil Practices and Remedies Code, and the Defend Trade Secrets Act of 2016. NOV is also entitled to specific performance of the Confidentiality Agreement, including all provisions restricting disclosure and use of confidential information.

65. NOV has already secured a preliminary injunction against Garza [Doc. No. 61]. NOV now seeks the same preliminary injunctive relief against Array, as well as permanent injunctive relief against both Garza and Array pursuant to Tex. Civ. Prac. & Rem. Code § 65.011 and Fed. R. Civ. P. 65. Specifically, NOV requests the following preliminary and permanent injunctive relief enjoining Garza and Array from:

- a. Distributing, transferring, disclosing, selling, publishing, or describing NOV's confidential information and trade secrets to any person or entity;
- b. Copying, printing, modifying, or using NOV's confidential and trade secret information in any way, and from opening or viewing any of NOV's electronic files on any device or electronic storage platform or in hard copy;
- c. Destroying or disposing of any documents or information that relate to the allegations in this case or that are NOV's property, including any proprietary, confidential, and/or trade secret information.

VII. JURY DEMAND

66. NOV hereby demands a trial by jury.

VIII. CONCLUSION AND PRAYER

Accordingly, NOV requests that the Court maintain and award the preliminary and permanent injunctive relief against Garza and Array as detailed above, award NOV actual damages against Array, and award NOV its reasonable and necessary attorney's fees incurred. Additionally, NOV requests that it be awarded all other and further relief, general and specific, legal or equitable, to which it may justly be entitled.

[Signature Page to Follow]

DATED: _____, 2022.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on _____, 2022, a true and correct copy of the foregoing document was served electronically via the Court's CM/ECF system and/or United States Mail, postage pre-paid, to the parties entitled to receive such notice.

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Inc.*

Brian A. Baker



INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND NON-SOLICITATION AGREEMENT

This INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND NON-SOLICITATION AGREEMENT by and between National-Oilwell Varco, L. P. and its subsidiaries and affiliates, hereinafter referred to as the "Company," and myself shall be effective as of my first day of employment with the Company (Effective Date).

I agree that, in accepting or continuing employment with the Company, I bind myself to the following obligations as part of my consideration to the Company for the salary or wages paid to me by the Company and for my being provided and permitted access to Company Confidential Information pertaining to the business of the Company.

Definitions:

Company Confidential Information: any and all information in any form or format relating to the Company or entrusted to the Company via third party, including but is not limited to technical information, software, databases, methods, know-how, formulae, compositions, drawings, designs, data, prototypes, processes, discoveries, machines, inventions, concepts, ideas, improvements to any of the aforementioned, well logs or other data, equipment, drawings, notes, reports, manuals, business information, compensation data, customer lists, customer contact information, customer organizational information, customer preferences, customer purchasing history, customer needs, customer designs, financial information, credit information, pricing information, information relating to future plans, marketing strategies, new product research, historic or pending projects and proposals, proprietary design processes, research and development strategies, intellectual property considered by the Company to be confidential, including Trade Secrets, unpublished patent applications, and related filings, and similar items regardless of whether or not identified as confidential or proprietary.

Intellectual Property: is all patents and patent applications, trademarks, whether registered or unregistered, and trademark applications, copyrights and copyright applications, Trade Secrets, Company Confidential Information, ideas, concepts, discoveries, inventions, improvements, software, business information, lists, designs, drawings, writings, contributions, works of authorship, findings, formulae, processes, product development, manufacturing techniques, business methods, tools, routines and methodology, documentation, systems, modifications thereto, know-how, and developments, and any other form of intellectual property.

Trade Secrets: is all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

Company Intellectual Property: is all Intellectual Property that was authored, conceived, developed, or reduced to practice by Employee (either solely or jointly with others), in the term of his/her employment: (a) at the Company's expense; (b) using any of the Company's materials or facilities; (c) during the employee's working hours; or (d) that is applicable to any activity of Company, including but not limited to business, research, or development activities. Company Intellectual Property may be originated or conceived during the term of my employment but completed or reduced to practice thereafter. Company Intellectual Property shall be deemed a "work made for hire" as that term is defined by the copyright laws of the United States. Company Intellectual Property includes any Pre-existing Intellectual Property assigned, licensed, or transferred to Company.

During and after my employment with the Company, I will assist the Company and its nominees, successors or assigns, upon request, to obtain and maintain for its or their own benefit patents, copyrights, or other suitable protection for Company Intellectual Property in any and all countries, at no expense to me. Such assistance shall include, but not be limited to, the execution and delivery of specific assignments of Intellectual Property and all domestic and foreign patent rights therein, and all other documents of every nature which relate to the securing and maintenance of such patent rights, and the performance of all other lawful acts, such as the giving of testimony in any interference proceedings, infringement suits or other litigation, as may be deemed necessary or advisable by the company or its nominees, successors or assigns.

It is understood that this Agreement shall not embrace or include any inventions, patents, or applications for patents owned or controlled by me prior to the time of my employment by the Company, as may be proven by appropriate documentary evidence, complying with the requirements of the United States patent law and the rules of practice of

the United States and Trademark Office. I hereby waive all rights and remedies against the Company and its nominees, successors or assigns, in respect of such prior Intellectual Property except those which are accorded me by the United States Patent and Trademark Office and / or by the patent office of other countries.

I recognize that during my employment I will receive, develop, or otherwise acquire Company Confidential Information. During and after my employment, except as authorized by the Company, I will not disclose or use, directly or indirectly, any Company Confidential Information that I obtain during the course of my employment.

I will disclose promptly to the Company all Intellectual Property conceived, reduced to practice or made by me. All such Company Intellectual Property shall be and remain the property of the Company or its nominees, successors or assigns.

I agree to not remove from the Company's premises or its control any Company Confidential Information or Company Intellectual Property, unless specifically authorized to do so or as part of my duties at Company. This includes not copying or transmitting such information via personal electronic devices, external hard drives, storage discs, CD's, DVD's, personal email accounts, online storage accounts, and any other similar media. Upon termination, for any reason, of my employment, I shall promptly deliver to the Company all drawings, blue prints, manuals, letters, notes, notebooks, reports, electronic files and if password protected, all passwords necessary to access Company Confidential Information or Company Intellectual Property contained therein, software and all other material which have not been made public relating to the Company's business and which are in my possession or under my control.

I understand and acknowledge that the Company has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Company. I agree not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of Company during my employment or the eighteen-month period post termination. This restriction shall be limited to persons: (1) with whom I had contact or business dealings while employed by Company; (2) who worked in my business unit; or (3) about whom I had access to confidential information.

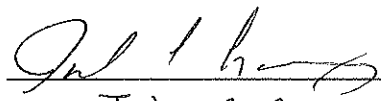
I agree not to directly or indirectly solicit, contact (including but not limited to verbal, electronic or document communication), attempt to contact or meet with the Company's current, former or prospective customers for the purpose of selling products or offering services of the types for which I had responsibility or knowledge during my employment and during the eighteen-month period post termination. This restriction shall only apply to: customers or prospective customers I contacted in any way during the last two years of my employment; customers about whom I have Company Confidential information; and customers who became customers during my employment with my business unit.

I hereby grant to the Company, its nominees, successors or assigns, full and exclusive permission to copyright, use and publish, for advertising or other commercial purposes, either in conjunction with or without using my name, any and all pictures of me which I allow the Company or its representatives to make.

The interpretation, application and effect of this Agreement shall be governed by the laws of the State of Texas and the Agreement shall be binding upon my heirs, executors, administrators or other legal representatives or assigns. Any disputes and claims arising from this Agreement, apart from Company-initiated claims seeking equitable relief, fall under the purview of the Company's Employee Dispute Resolution Program ("EDR Program") and must be resolved in accordance thereto. I agree that claims not covered by the EDR Program shall be litigated solely and exclusively in the state or federal courts located in the Harris County, Texas and that such courts are convenient forums. I further submit to the personal jurisdiction of such courts for purposes of any such claims, actions or proceedings.

The decision to grant a waiver to any terms and conditions of this Agreement shall be in the Company's discretion. If Company decides to grant a waiver, the waiver may be subject to such restrictions or conditions as Company may impose and will not constitute a waiver of any other term. No waiver or modification of this Agreement is effective unless made in writing and signed by a Company Business Unit or Segment President. This Agreement may not be released, discharged, abandoned, or terminated, in whole or in part, except by an instrument in writing signed by a Company Business Unit or Segment President.

Employee Signature



Printed Name of Employee

Julio C. Garcia

Person Number

4023623

Date

5-13-19

EXHIBIT

B

April 21, 2022
Ed Whitnell
VP Renewables
NOV

Dear Ed,

Please accept this as a formal notice of my resignation from the position of Senior Solar Engineer at NOV. I am grateful for the opportunities NOV has provided me and have been fortunate to grow and learn more here as an engineer. However, I've made the decision to pursue another opportunity that is more consistent with my career goals.

I will make every effort to leave on the best terms and will provide any necessary guidance for the transition period. I wish NOV and the renewables team the very best going forward.

Respectfully,



Julio Garza

	A	B	C	D	E	F	G	H
1	Endpoint Name	Source Process User	Event Time (UTC)	Target File Created At (UTC)	Target File Modified At (UTC)	Event type	Target File location	Target File Path
2	USA-CND8310I8Z	NOV\GarzaJ2	4/22/2022 12:12:02	4/22/2022 12:11:58	4/22/2022 12:11:58	File Rename	External Device	D:\Solar\Documents\NOV-Task Summary and Outcomes.pdf
3	USA-CND8310I8Z	NOV\GarzaJ2	4/22/2022 12:11:59	4/22/2022 12:11:58	4/22/2022 12:11:58	File Modification	External Device	D:\Solar\NOV-Task Summary and Outcomes.pdf
4	USA-CND8310I8Z	NOV\GarzaJ2	4/22/2022 12:11:58	4/22/2022 12:11:58	4/22/2022 12:11:58	File Creation	External Device	D:\Solar\NOV-Task Summary and Outcomes.pdf
5	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:47:05	4/13/2022 11:22:17	4/20/2022 12:47:05	File Modification	External Device	D:\Solar\1IP\CPP15595 NOV1PTrackerStudy REP_SOLDYN_R00D00.pdf
6	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:47:02	4/20/2022 12:47:01	4/20/2022 12:47:01	File Modification	External Device	D:\Solar\1IP\DAF Spreadsheet and Figures.zip
7	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:47:01	4/20/2022 12:47:01	4/20/2022 12:47:01	File Creation	External Device	D:\Solar\1IP\DAF Spreadsheet and Figures.zip
8	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:46:25	4/20/2022 12:46:25	4/20/2022 12:46:25	File Modification	External Device	D:\Analysis Tools\AISC 360-10 (Direct Analysis Method).pdf
9	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:46:25	4/20/2022 12:46:25	4/20/2022 12:46:25	File Creation	External Device	D:\Analysis Tools\AISC 360-10 (Direct Analysis Method).pdf
10	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:46:22	4/20/2022 12:46:22	4/20/2022 12:46:22	File Modification	External Device	D:\Analysis Tools\p325-17aw.pdf
11	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:46:22	4/20/2022 12:46:22	4/20/2022 12:46:22	File Creation	External Device	D:\Analysis Tools\p325-17aw.pdf
12	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:44:31	4/20/2022 12:44:30	4/20/2022 12:44:30	File Modification	External Device	D:\Solar\1IP_EXTERNAL_ Re_ Lump Sum Calculator.msg
13	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:44:30	4/20/2022 12:44:30	4/20/2022 12:44:30	File Creation	External Device	D:\Solar\1IP_EXTERNAL_ Re_ Lump Sum Calculator.msg
14	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:43:59	4/20/2022 12:43:59	4/20/2022 12:43:59	File Creation	External Device	D:\Solar\1IP\Example of Period.png
15	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:43:57	4/20/2022 12:43:57	4/20/2022 12:43:57	File Modification	External Device	D:\Solar\1IP\Modeling Solar Trackers Dynamic Response and Properties V2 release.pdf
16	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:43:57	4/20/2022 12:43:57	4/20/2022 12:43:57	File Creation	External Device	D:\Solar\1IP\Modeling Solar Trackers Dynamic Response and Properties V2 release.pdf
17	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:43:04	4/20/2022 12:43:03	4/20/2022 12:43:03	File Modification	External Device	D:\Solar\1IP\Modeling Solar Trackers Dynamic Response and Properties V1 release.pdf
18	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:43:03	4/20/2022 12:43:03	4/20/2022 12:43:03	File Creation	External Device	D:\Solar\1IP\Modeling Solar Trackers Dynamic Response and Properties V1 release.pdf
19	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:23:02	4/20/2022 12:23:02	4/20/2022 12:23:02	File Modification	External Device	D:\Solar\Analysis\Lump Sum Parameter Model_NOV_release2.xlsx
20	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:23:02	4/20/2022 12:23:02	4/20/2022 12:23:02	File Creation	External Device	D:\Solar\Analysis\Lump Sum Parameter Model_NOV_release2.xlsx
21	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:22:44	4/20/2022 12:22:43	4/20/2022 12:22:43	File Modification	External Device	D:\Solar\Analysis\15595_StaticTables_NOV1P_Add04.xlsx
22	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:22:43	4/20/2022 12:22:43	4/20/2022 12:22:43	File Creation	External Device	D:\Solar\Analysis\15595_StaticTables_NOV1P_Add04.xlsx
23	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:20:26	4/20/2022 12:20:26	4/20/2022 12:20:26	File Modification	External Device	D:\Books-N-Specs\Analysis of Statically Indeterminate Structures - Chapter 16.pdf
24	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:20:26	4/20/2022 12:20:26	4/20/2022 12:20:26	File Creation	External Device	D:\Books-N-Specs\Analysis of Statically Indeterminate Structures - Chapter 16.pdf
25	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:20:08	4/20/2022 12:20:07	4/20/2022 12:20:07	File Modification	External Device	D:\Books-N-Specs\AISC-v15.1_vol-1_design-examples.pdf
26	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:20:07	4/20/2022 12:20:07	4/20/2022 12:20:07	File Creation	External Device	D:\Books-N-Specs\AISC-v15.1_vol-1_design-examples.pdf
27	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:59	4/20/2022 12:19:54	4/20/2022 12:19:54	File Modification	External Device	D:\Books-N-Specs\Steel_Construction_Manual_14thEd.pdf
28	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:54	4/20/2022 12:19:54	4/20/2022 12:19:54	File Creation	External Device	D:\Books-N-Specs\Steel_Construction_Manual_14thEd.pdf
29	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:50	4/20/2022 12:19:45	4/20/2022 12:19:45	File Modification	External Device	D:\Books-N-Specs\Shigley's Mechanical Engineering Design 9th Edition.pdf
30	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:45	4/20/2022 12:19:45	4/20/2022 12:19:45	File Creation	External Device	D:\Books-N-Specs\Shigley's Mechanical Engineering Design 9th Edition.pdf
31	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:42	4/20/2022 12:19:41	4/20/2022 12:19:41	File Modification	External Device	D:\Books-N-Specs\Roark's formulas for stress and strain.pdf
32	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:41	4/20/2022 12:19:41	4/20/2022 12:19:41	File Creation	External Device	D:\Books-N-Specs\Roark's formulas for stress and strain.pdf
33	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:40	4/20/2022 12:19:39	4/20/2022 12:19:39	File Modification	External Device	D:\Books-N-Specs\Machinery's Handbook 28th Edition Large Print.pdf
34	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:39	4/20/2022 12:19:39	4/20/2022 12:19:39	File Creation	External Device	D:\Books-N-Specs\Machinery's Handbook 28th Edition Large Print.pdf
35	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:37	4/20/2022 12:19:33	4/20/2022 12:19:33	File Modification	External Device	D:\Books-N-Specs\Machinery's Handbook 26th.pdf
36	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:33	4/20/2022 12:19:33	4/20/2022 12:19:33	File Creation	External Device	D:\Books-N-Specs\Machinery's Handbook 26th.pdf
37	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:13	4/20/2022 12:19:00	4/20/2022 12:19:00	File Rename	External Device	D:\Books-N-Specs
38	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 12:19:00	4/20/2022 12:19:00	4/20/2022 12:19:00	File Creation	External Device	D:\New folder
39	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 11:58:20	4/13/2022 11:33:13	4/13/2022 11:33:13	File Rename	External Device	D:\ganttt-chart_L (1).xlsx
40	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 11:56:35	4/20/2022 11:56:34	4/20/2022 11:56:34	File Modification	External Device	D:\US10781956.pdf
41	USA-CND8310I8Z	NOV\GarzaJ2	4/20/2022 11:56:34	4/20/2022 11:56:34	4/20/2022 11:56:34	File Creation	External Device	D:\US10781956.pdf
42	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:33:13	4/13/2022 11:33:13	4/13/2022 11:33:13	File Modification	External Device	\\.\HarddiskVolume6\Solar\ganttt-chart_L (1).xlsx
43	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:33:13	4/13/2022 11:33:13	4/13/2022 11:33:13	File Creation	External Device	\\.\HarddiskVolume6\Solar\ganttt-chart_L (1).xlsx
44	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:20	4/13/2022 11:32:20	4/13/2022 11:32:20	File Creation	External Device	D:\Solar\Analysis\Cantilever - 45deg Worst Case DownForce (Done).xmcd
45	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:20	4/13/2022 11:32:20	4/13/2022 11:32:20	File Creation	External Device	D:\Solar\Analysis\Cantilever - 45deg Worst Case Uplift (Done).xmcd
46	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:20	4/13/2022 11:32:20	4/13/2022 11:32:20	File Creation	External Device	D:\Solar\Analysis\Clips - 0deg Survival.xmcd
47	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:20	4/13/2022 11:32:20	4/13/2022 11:32:20	File Creation	External Device	D:\Solar\Analysis\Lifting-N-Blooming Tool.xmcd
48	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:20	4/13/2022 11:32:20	4/13/2022 11:32:20	File Creation	External Device	D:\Solar\Analysis\Post Moment - 0deg Survival (Done).xmcd
49	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:19	4/13/2022 11:32:19	4/13/2022 11:32:19	File Creation	External Device	D:\Solar\Analysis\Post Moment - 45deg Worst Case DownForce (Done).xmcd
50	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:19	4/13/2022 11:32:19	4/13/2022 11:32:19	File Creation	External Device	D:\Solar\Analysis\Post Moment - 45deg Worst Case Uplift (Done).xmcd
51	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:18	4/13/2022 11:32:18	4/13/2022 11:32:18	File Creation	External Device	D:\Solar\Analysis\Post Normal - 0deg Survival (Done).xmcd
52	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:18	4/13/2022 11:32:18	4/13/2022 11:32:18	File Creation	External Device	D:\Solar\Analysis\Post Normal - 45deg Worst Case DownForce (Done).xmcd
53	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:16	4/13/2022 11:32:16	4/13/2022 11:32:16	File Creation	External Device	D:\Solar\Analysis\Post Normal - 45deg Worst Case Uplift (Done).xmcd
54	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:15	4/13/2022 11:32:15	4/13/2022 11:32:15	File Creation	External Device	D:\Solar\Analysis\Purlins - 0deg Survival.xmcd
55	USA-CND8310I8Z	NOV\GarzaJ2	4/13/2022 11:32:15	4/13/2022 11:32:15	4/13/2022 11:32:15	File Creation	External Device	D:\Solar\Analysis\Purlins - 45deg Worst Case DownForce.xmcd

	A	B	C	D	E	F	G	H
56	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:32:15	4/13/2022 11:32:15	4/13/2022 11:32:15	File Creation	External Device	D:\Solar\Analysis\Purlins - 45deg Worst Case UpLift.xmcd
57	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:32:14	4/13/2022 11:32:14	4/13/2022 11:32:14	File Creation	External Device	D:\Solar\Analysis\Solar Panel Analysis - Set Up Data.xmcd
58	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:32:14	4/13/2022 11:32:14	4/13/2022 11:32:14	File Creation	External Device	D:\Solar\Analysis\TopHat-SectionProp.xmcd
59	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:32:14	4/13/2022 11:32:14	4/13/2022 11:32:14	File Creation	External Device	D:\Solar\Analysis\Cantilever - 0deg Survival (Done).xmcd
60	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:59	4/13/2022 11:31:59	4/13/2022 11:31:59	File Modification	External Device	D:\Solar\Analysis\LatPile.xls
61	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:59	4/13/2022 11:31:59	4/13/2022 11:31:59	File Creation	External Device	D:\Solar\Analysis\LatPile.xls
62	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\1IP Solar Rough Costing.xlsx
63	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\1IP Solar Rough Costing.xlsx
64	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\1IP Structural Analysis R00.xlsx
65	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\1IP Structural Analysis R00.xlsx
66	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\2IP Solar Rough Costing.xlsx
67	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\2IP Solar Rough Costing.xlsx
68	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\2IP Solar Rough Costing-PerMeeting.xlsx
69	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\2IP Solar Rough Costing-PerMeeting.xlsx
70	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\6 Span Indeterminate Beam Calculator.xlsx
71	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\6 Span Indeterminate Beam Calculator.xlsx
72	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\130MW Pile Cost.xlsx
73	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\130MW Pile Cost.xlsx
74	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\15595 Static Loads Tables R00D00.xlsx
75	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\15595 Static Loads Tables R00D00.xlsx
76	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\BloomWinchCableStudy.xlsx
77	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\BloomWinchCableStudy.xlsx
78	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\CableStudy Rev00.xlsx
79	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\CableStudy Rev00.xlsx
80	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\CableStudy Rev01.xlsx
81	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\CableStudy Rev01.xlsx
82	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\DamperAnalysis.xlsx
83	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\DamperAnalysis.xlsx
84	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\Drive Calcs - 1IP.xlsx
85	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\Drive Calcs - 1IP.xlsx
86	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\Drive Calcs - JCG.xlsx
87	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\Drive Calcs - JCG.xlsx
88	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\InverterSizing.xlsx
89	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\InverterSizing.xlsx
90	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\Lump Sum Parameter Model_NOV_release.xlsx
91	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\Lump Sum Parameter Model_NOV_release.xlsx
92	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\MotorCalcs.xlsx
93	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\MotorCalcs.xlsx
94	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\Pile Loads-1IP-Concrete.xlsx
95	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\Pile Loads-1IP-Concrete.xlsx
96	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\Pile Loads-1IP-Driven.xlsx
97	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\Pile Loads-1IP-Driven.xlsx
98	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Modification	External Device	D:\Solar\Analysis\PurlinBreakDown-RollerDie.xlsx
99	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:58	4/13/2022 11:31:58	4/13/2022 11:31:58	File Creation	External Device	D:\Solar\Analysis\PurlinBreakDown-RollerDie.xlsx
100	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Modification	External Device	D:\Solar\Analysis\Solar Panel Forces - CPP Comparison & 2D CFD.xlsx
101	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Creation	External Device	D:\Solar\Analysis\Solar Panel Forces - CPP Comparison & 2D CFD.xlsx
102	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Modification	External Device	D:\Solar\Analysis\Tracker Calcs - Good Copy - After Pluck Test 3 - JC 6.xlsx
103	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Creation	External Device	D:\Solar\Analysis\Tracker Calcs - Good Copy - After Pluck Test 3 - JC 6.xlsx
104	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Modification	External Device	D:\Solar\Analysis\Tracker Calcs - Good Copy - After Pluck Test 3.xlsx
105	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Creation	External Device	D:\Solar\Analysis\Tracker Calcs - Good Copy - After Pluck Test 3.xlsx
106	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Modification	External Device	D:\Solar\Analysis\Tracker Calculator REV07.xlsx
107	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Creation	External Device	D:\Solar\Analysis\Tracker Calculator REV07.xlsx
108	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Modification	External Device	D:\Solar\Analysis\TrackerMassTonPerMW.xlsx
109	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Creation	External Device	D:\Solar\Analysis\TrackerMassTonPerMW.xlsx
110	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Modification	External Device	D:\Solar\Analysis\TrackerSpacingCalculator.xlsx
111	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:57	4/13/2022 11:31:57	File Creation	External Device	D:\Solar\Analysis\TrackerSpacingCalculator.xlsx
112	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:57	4/13/2022 11:31:56	4/13/2022 11:31:56	File Modification	External Device	D:\Solar\Analysis\Costing For 2IP-Solar.xls
113	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:56	4/13/2022 11:31:56	4/13/2022 11:31:56	File Creation	External Device	D:\Solar\Analysis\Costing For 2IP-Solar.xls

	A	B	C	D	E	F	G	H
114	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:48	4/13/2022 11:31:48	4/13/2022 11:31:48	File Creation	External Device	D:\Solar\Analysis\Archive\WinchSpeedAnalysis.xmcd
115	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:48	4/13/2022 11:31:48	4/13/2022 11:31:48	File Creation	External Device	D:\Solar\Analysis\Archive\TorqueAnalysis-SolarPanel.xmcd
116	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:48	4/13/2022 11:31:47	4/13/2022 11:31:47	File Modification	External Device	D:\Solar\Analysis\Archive\SunPositionCalculator.xlsm
117	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Creation	External Device	D:\Solar\Analysis\Archive\SunPositionCalculator.xlsm
118	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Modification	External Device	D:\Solar\Analysis\Archive\SolarPanelFrameAnalysis - CPP Loads.xlsx
119	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Creation	External Device	D:\Solar\Analysis\Archive\SolarPanelFrameAnalysis - CPP Loads.xlsx
120	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Modification	External Device	D:\Solar\Analysis\Archive\SolarPanelFrameAnalysis - CFD Loads.xlsx
121	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Creation	External Device	D:\Solar\Analysis\Archive\SolarPanelFrameAnalysis - CFD Loads.xlsx
122	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Modification	External Device	D:\Solar\Analysis\Archive\Solar Panel Forces.xlsx
123	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Creation	External Device	D:\Solar\Analysis\Archive\Solar Panel Forces.xlsx
124	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Modification	External Device	D:\Solar\Analysis\Archive\Solar Panel Forces - CFD Loads.xlsx
125	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Creation	External Device	D:\Solar\Analysis\Archive\Solar Panel Forces - CFD Loads.xlsx
126	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:47	4/13/2022 11:31:47	4/13/2022 11:31:47	File Creation	External Device	D:\Solar\Analysis\Archive\Solar Panel Analysis_JMM.xmcd
127	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:46	4/13/2022 11:31:46	4/13/2022 11:31:46	File Creation	External Device	D:\Solar\Analysis\Archive\Solar Panel Analysis.xmcd
128	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:45	4/13/2022 11:31:45	4/13/2022 11:31:45	File Creation	External Device	D:\Solar\Analysis\Archive\Solar Panel Analysis - Set Up Data.xmcd
129	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:45	4/13/2022 11:31:45	4/13/2022 11:31:45	File Creation	External Device	D:\Solar\Analysis\Archive\Solar Calcs Variable Replace.xmcd
130	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:45	4/13/2022 11:31:45	4/13/2022 11:31:45	File Creation	External Device	D:\Solar\Analysis\Archive\Shear and Bending Moment Diagrams.xmcd
131	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:45	4/13/2022 11:31:45	4/13/2022 11:31:45	File Creation	External Device	D:\Solar\Analysis\Archive\Purlins - Worst Case Uplift.xmcd
132	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:45	4/13/2022 11:31:45	4/13/2022 11:31:45	File Creation	External Device	D:\Solar\Analysis\Archive\Purlins - Worst Case Downforce.xmcd
133	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:44	4/13/2022 11:31:44	4/13/2022 11:31:44	File Creation	External Device	D:\Solar\Analysis\Archive\Purlins - Odeg Survival.xmcd
134	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:44	4/13/2022 11:31:44	4/13/2022 11:31:44	File Creation	External Device	D:\Solar\Analysis\Archive\Post Normal - Worst Case Uplift.xmcd
135	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:44	4/13/2022 11:31:44	4/13/2022 11:31:44	File Creation	External Device	D:\Solar\Analysis\Archive\Post Normal - Worst Case Downforce.xmcd
136	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:43	4/13/2022 11:31:43	4/13/2022 11:31:43	File Creation	External Device	D:\Solar\Analysis\Archive\Post Normal - Odeg Survival.xmcd
137	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:43	4/13/2022 11:31:43	4/13/2022 11:31:43	File Creation	External Device	D:\Solar\Analysis\Archive\Post Moment - Worst Case Uplift.xmcd
138	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:43	4/13/2022 11:31:43	4/13/2022 11:31:43	File Creation	External Device	D:\Solar\Analysis\Archive\Post Moment - Worst Case Downforce.xmcd
139	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:42	4/13/2022 11:31:42	4/13/2022 11:31:42	File Creation	External Device	D:\Solar\Analysis\Archive\Post Moment - Odeg Survival.xmcd
140	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:42	4/13/2022 11:31:42	4/13/2022 11:31:42	File Creation	External Device	D:\Solar\Analysis\Archive\Pile Loads.xmcd
141	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:42	4/13/2022 11:31:42	4/13/2022 11:31:42	File Creation	External Device	D:\Solar\Analysis\Archive\Cantilever - Worst Case Uplift.xmcd
142	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:42	4/13/2022 11:31:42	4/13/2022 11:31:42	File Creation	External Device	D:\Solar\Analysis\Archive\Cantilever - Worst Case Downforce.xmcd
143	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:41	4/13/2022 11:31:41	4/13/2022 11:31:41	File Creation	External Device	D:\Solar\Analysis\Archive\Cantilever - Odeg Survival.xmcd
144	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:41	4/13/2022 11:31:41	4/13/2022 11:31:41	File Modification	External Device	D:\Solar\Analysis\Archive\Book1.xlsx
145	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:41	4/13/2022 11:31:41	4/13/2022 11:31:41	File Creation	External Device	D:\Solar\Analysis\Archive\Book1.xlsx
146	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:41	4/13/2022 11:31:41	4/13/2022 11:31:41	File Creation	External Device	D:\Solar\Analysis\Archive
147	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:27	4/13/2022 11:31:17	4/13/2022 11:31:17	File Rename	External Device	D:\Solar\Analysis
148	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:31:17	4/13/2022 11:31:17	4/13/2022 11:31:17	File Creation	External Device	D:\Solar\New folder
149	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:30:34	4/13/2022 11:30:34	4/13/2022 11:30:34	File Modification	External Device	D:\Solar\1IP\Lump Sum Parameter Model_NOV_release2.xlsx
150	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:30:34	4/13/2022 11:30:34	4/13/2022 11:30:34	File Creation	External Device	D:\Solar\1IP\Lump Sum Parameter Model_NOV_release2.xlsx
151	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:29:39	4/13/2022 11:29:39	4/13/2022 11:29:39	File Modification	External Device	D:\Solar\1IP\15595_StaticTables_NOV1P_Add04.xlsx
152	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:29:39	4/13/2022 11:29:39	4/13/2022 11:29:39	File Creation	External Device	D:\Solar\1IP\15595_StaticTables_NOV1P_Add04.xlsx
153	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:29:39	4/13/2022 11:29:39	4/13/2022 11:29:39	File Modification	External Device	D:\Solar\1IP\15595 NOV Tracker Study ADD04 Gap Adjustment Factors.xlsx
154	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:29:39	4/13/2022 11:29:39	4/13/2022 11:29:39	File Creation	External Device	D:\Solar\1IP\15595 NOV Tracker Study ADD04 Gap Adjustment Factors.xlsx
155	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:29:01	4/13/2022 11:29:01	4/13/2022 11:29:01	File Modification	External Device	D:\Solar\1IP\DAF Spreadsheets R01.zip
156	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:29:01	4/13/2022 11:29:01	4/13/2022 11:29:01	File Creation	External Device	D:\Solar\1IP\DAF Spreadsheets R01.zip
157	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:28:32	4/13/2022 11:28:32	4/13/2022 11:28:32	File Modification	External Device	D:\Solar\2IP\14390 DAF Tables.xlsx
158	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:28:32	4/13/2022 11:28:32	4/13/2022 11:28:32	File Creation	External Device	D:\Solar\2IP\14390 DAF Tables.xlsx
159	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:27:53	4/13/2022 11:27:53	4/13/2022 11:27:53	File Modification	External Device	D:\Solar\2IP\14390 Tables - Client Copy.xlsx
160	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:27:53	4/13/2022 11:27:53	4/13/2022 11:27:53	File Creation	External Device	D:\Solar\2IP\14390 Tables - Client Copy.xlsx
161	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:23:55	4/13/2022 11:23:50	4/13/2022 11:23:50	File Modification	External Device	D:\Solar\Documents\ASCE_7-10.pdf
162	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:23:50	4/13/2022 11:23:50	4/13/2022 11:23:50	File Creation	External Device	D:\Solar\Documents\ASCE_7-10.pdf
163	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:23:25	4/13/2022 11:22:42	4/13/2022 11:22:42	File Modification	External Device	D:\Solar\Documents\ASCE 7-16-Unsecure.pdf
164	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:42	4/13/2022 11:22:42	4/13/2022 11:22:42	File Creation	External Device	D:\Solar\Documents\ASCE 7-16-Unsecure.pdf
165	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:35	4/13/2022 11:22:32	4/13/2022 11:22:32	File Rename	External Device	D:\Solar\Documents
166	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:32	4/13/2022 11:22:32	4/13/2022 11:22:32	File Creation	External Device	D:\Solar\New folder
167	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:19	4/13/2022 11:22:18	4/13/2022 11:22:18	File Modification	External Device	D:\Solar\1IP\CPP15595 NOV1PTrackerStudy REP_SOLSTA_R00D00.pdf
168	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:18	4/13/2022 11:22:18	4/13/2022 11:22:18	File Creation	External Device	D:\Solar\1IP\CPP15595 NOV1PTrackerStudy REP_SOLSTA_R00D00.pdf
169	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:18	4/13/2022 11:22:17	4/13/2022 11:22:17	File Modification	External Device	D:\Solar\1IP\CPP15595 NOV1PTrackerStudy REP_SOLDYN_R00D00.pdf
170	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:17	4/13/2022 11:22:17	4/13/2022 11:22:17	File Creation	External Device	D:\Solar\1IP\CPP15595 NOV1PTrackerStudy REP_SOLDYN_R00D00.pdf
171	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:06	4/13/2022 11:22:06	4/13/2022 11:22:06	File Modification	External Device	D:\Solar\2IP\CPP14390 NOVSolarTracker_REP_SOLINS_R00D00.pdf

	A	B	C	D	E	F	G	H
172	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:06	4/13/2022 11:22:06	4/13/2022 11:22:06	File Creation	External Device	D:\Solar\2IP\CPP14390_NOVSolarTracker_REP_SOLINS_R00D00.pdf
173	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:06	4/13/2022 11:22:05	4/13/2022 11:22:05	File Modification	External Device	D:\Solar\2IP\CPP14390_NOVSolarTracker_REP_SOL_R01D00.pdf
174	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:05	4/13/2022 11:22:05	4/13/2022 11:22:05	File Creation	External Device	D:\Solar\2IP\CPP14390_NOVSolarTracker_REP_SOL_R01D00.pdf
175	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:05	4/13/2022 11:22:04	4/13/2022 11:22:04	File Modification	External Device	D:\Solar\2IP\CPP14390_NOVSolarTracker_REP_SOL_R00D00.pdf
176	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:04	4/13/2022 11:22:04	4/13/2022 11:22:04	File Creation	External Device	D:\Solar\2IP\CPP14390_NOVSolarTracker_REP_SOL_R00D00.pdf
177	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:04	4/13/2022 11:22:03	4/13/2022 11:22:03	File Modification	External Device	D:\Solar\2IP\CPP14390_NOVSolarTracker_Dynamics_REP_SOL_R00D00.pdf
178	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:22:03	4/13/2022 11:22:03	4/13/2022 11:22:03	File Creation	External Device	D:\Solar\2IP\CPP14390_NOVSolarTracker_Dynamics_REP_SOL_R00D00.pdf
179	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:21:31	4/13/2022 11:21:28	4/13/2022 11:21:28	File Rename	External Device	D:\Solar\1IP
180	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:21:28	4/13/2022 11:21:28	4/13/2022 11:21:28	File Creation	External Device	D:\Solar\New folder
181	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:21:23	4/13/2022 11:21:20	4/13/2022 11:21:20	File Rename	External Device	D:\Solar\2IP
182	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:21:20	4/13/2022 11:21:20	4/13/2022 11:21:20	File Creation	External Device	D:\Solar\New folder
183	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:20:50	4/13/2022 11:20:48	4/13/2022 11:20:48	File Rename	External Device	D:\Solar
184	USA-CND8310J8Z	NOV\GarzaJ2	4/13/2022 11:20:48	4/13/2022 11:20:48	4/13/2022 11:20:48	File Creation	External Device	D:\New folder
185	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:45:48	2/22/2022 13:59:14	2/22/2022 13:59:14	File Deletion	External Device	D:\Analysis Tools\~\$Annex 3-D Stress Strain Curve.xlsm
186	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:45:48	2/22/2022 13:59:14	2/22/2022 13:59:14	File Modification	External Device	D:\Analysis Tools\~\$Annex 3-D Stress Strain Curve.xlsm
187	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:45:42	1601-01-01 00:00:00	1601-01-01 00:00:00	File Deletion	External Device	D:\Analysis Tools\D7A1EA46.tmp
188	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:45:42	2/22/2022 14:45:41	2/22/2022 14:45:41	File Rename	External Device	D:\Analysis Tools\Annex 3-D Stress Strain Curve.xlsm
189	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:45:42	1601-01-01 00:00:00	1601-01-01 00:00:00	File Rename	External Device	D:\Analysis Tools\D7A1EA46.tmp
190	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:45:42	2/22/2022 14:45:41	2/22/2022 14:45:41	File Modification	External Device	D:\Analysis Tools\44E78400
191	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:45:41	2/22/2022 14:45:41	2/22/2022 14:45:41	File Creation	External Device	D:\Analysis Tools\44E78400
192	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:00:44	1601-01-01 00:00:00	1601-01-01 00:00:00	File Deletion	External Device	D:\Analysis Tools\4130_100F.txt
193	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:00:44	2/22/2022 13:59:57	2/22/2022 13:59:57	File Deletion	External Device	D:\Analysis Tools\1011_100F.txt
194	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:00:44	1601-01-01 00:00:00	1601-01-01 00:00:00	File Deletion	External Device	D:\Analysis Tools\316_100F.txt
195	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 14:00:44	2/22/2022 13:58:22	2/22/2022 13:58:26	File Deletion	External Device	D:\Analysis Tools\A1011_100F.txt
196	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:59:57	2/22/2022 13:59:57	2/22/2022 13:59:57	File Creation	External Device	D:\Analysis Tools\MatProp-1011_100F.png
197	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:59:57	2/22/2022 13:59:57	2/22/2022 13:59:57	File Creation	External Device	D:\Analysis Tools\1011_100F.txt
198	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:59:14	2/22/2022 13:59:14	2/22/2022 13:59:14	File Creation	External Device	D:\Analysis Tools\~\$Annex 3-D Stress Strain Curve.xlsm
199	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:59:11	2/22/2022 13:54:39	2/22/2022 13:54:39	File Deletion	External Device	D:\Analysis Tools\~\$Annex 3-D Stress Strain Curve.xlsm
200	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:59:11	2/22/2022 13:54:39	2/22/2022 13:54:39	File Modification	External Device	D:\Analysis Tools\~\$Annex 3-D Stress Strain Curve.xlsm
201	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:58:22	2/22/2022 13:58:22	2/22/2022 13:58:22	File Creation	External Device	D:\Analysis Tools\MatProp-A1011_100F.png
202	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:58:22	2/22/2022 13:58:22	2/22/2022 13:58:22	File Creation	External Device	D:\Analysis Tools\A1011_100F.txt
203	USA-CND8310J8Z	NOV\GarzaJ2	2/22/2022 13:54:39	2/22/2022 13:54:39	2/22/2022 13:54:39	File Creation	External Device	D:\Analysis Tools\~\$Annex 3-D Stress Strain Curve.xlsm

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2021

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-39613



ARRAY TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware

83-2747826

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification No.)

3901 Midway Place NE

Albuquerque

New Mexico

87109

(Address of principal executive offices)

(Zip Code)

(Registrant's telephone number, including area code)

(505) 881-7567

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Trading Symbol(s)

Name of each exchange on which registered

Common stock, \$0.001 par value

ARRY

Nasdaq Global Market

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☐ Yes ☒ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☒

Accelerated filer

☐

Non-accelerated filer

☐

Smaller reporting company

☐

Emerging growth company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

The aggregate market value of the registrant's common stock held by non-affiliates computed based on the closing sales price of such stock on June 30, 2021 was approximately \$1,981,113,685.

Number of Shares of Common Stock outstanding as of March 31, 2022, — 150,173,507

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement to be filed with the Securities and Exchange Commission, or SEC, subsequent to the date hereof pursuant to Regulation 14A in connection with the registrant's 2022 Annual Meeting of Stockholders, are incorporated by reference into Part III of this Annual Report on Form 10-K. We intend to file such proxy statement with the SEC not later than 120 days after the conclusion of the registrant's fiscal year ended December 31, 2021.

FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements that are based on our management's beliefs and assumptions and on information currently available to our management. Forward-looking statements include information concerning our possible or assumed future results of operations, business strategies, technology developments, financing and investment plans, dividend policy, competitive position, industry and regulatory environment, potential growth opportunities and the effects of competition. Forward-looking statements include statements that are not historical facts and can be identified by terms such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "seek," "should," "will," "would" or similar expressions and the negatives of those terms.

Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Given these uncertainties, you should not place undue reliance on forward-looking statements. Also, forward-looking statements represent our management's beliefs and assumptions only as of the date of this report. You should read this report with the understanding that our actual future results may be materially different from what we expect.

Important factors that could cause actual results to differ materially from our expectations include factors in "Summary Risk Factors" and the "Risk Factors" sections of this Annual Report on Form 10-K. Except as required by law, we assume no obligation to update these forward-looking statements, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

Summary Risk Factors

Our business is subject to a number of risks that if realized could materially and adversely affect our business, financial conditions, results of operations, cash flows and access to liquidity. These risks are discussed more fully in the "Risk Factors" section of this Annual Report on Form 10-K. Our principal risks include the following:

- we may be unable to successfully integrate the business of STI (as defined below) into our business or achieve the anticipated benefits of the STI Acquisition (as defined below);
- the capped call transactions may affect the value of our Convertible Notes (as defined below) and the market price of our common stock;
- the fundamental change repurchase feature of the Convertible Notes may delay or prevent an otherwise beneficial attempt to acquire us;
- if demand for solar energy projects does not continue to grow or grows at a slower rate than we anticipate, our business will suffer;
- the viability and demand for solar energy are impacted by many factors outside of our control, which makes it difficult to predict our future prospects;
- a loss of one or more of our significant customers, their inability to perform under their contracts, or their default in payment, could harm our business and negatively impact revenue, results of operations and cash flow;
- a failure to retain key personnel a failure to attract additional qualified personnel may affect our ability to achieve our anticipated level of growth adversely affect our business;
- a drop in the price of electricity derived from the utility grid or from alternative energy sources may harm our business, financial condition, results of operations and prospects;

- defects or performance problems in our products could result in loss of customers, reputational damage and decreased revenue, and we may face warranty, indemnity and product liability claims arising from defective products;
- developments in alternative technologies may have a material adverse effect on demand for our offerings;
- an increase in interest rates, or a reduction in the availability of tax equity or project debt capital in the global financial markets could make it difficult for customers to finance the cost of a solar energy system and could reduce the demand for our products;
- existing electric utility industry policies and regulations, and any subsequent changes, may present technical, regulatory and economic barriers to the purchase and use of solar energy systems, which may significantly reduce demand for our products or harm our ability to compete;
- the interruption of the flow of materials from international vendors could disrupt our supply chain, including as a result of the imposition of additional duties, tariffs and other charges on imports and exports;
- changes in the U.S. trade environment, including the imposition of import tariffs, could adversely affect the amount or timing of our revenues, results of operations or cash flows;
- the reduction, elimination or expiration of government incentives for, or regulations mandating the use of, renewable energy and solar energy specifically could reduce demand for solar energy systems and harm our business;
- if we fail to, or incur significant costs in order to, obtain, maintain, protect, defend or enforce, our intellectual property and other proprietary rights, our business and results of operations could be materially harmed;
- we may need to defend ourselves against third-party claims that we are infringing, misappropriating or otherwise violating others' intellectual property rights, which could divert management's attention, cause us to incur significant costs and prevent us from selling or using the technology to which such rights relate;
- significant changes in the cost of raw materials could adversely affect our financial performance;
- we are dependent on transportation and logistics providers to deliver our products in a cost efficient manner. Disruptions to transportation and logistics, including increases in shipping costs, could adversely impact our financial condition and results of operations;
- the determination to restate prior period financial statement could negatively affect investor confidence and raise reputational issues;
- our substantial indebtedness could adversely affect our financial condition; and
- the ongoing COVID-19 pandemic has materially and adversely affected our business and results of operations. The duration and extent to which it will continue to adversely impact our business and results of operations remains uncertain and could be material.

EXPLANATORY NOTE

In connection with our year-end financial statement close and preparation of our 2021 Form 10-K, misstatements were identified in certain of our previous interim financial statements. The determination was made upon the recommendation of the audit committee (the "Audit Committee") of the Board of Directors after consultation with the Company's independent auditors and management team.

The Company is filing this Annual Report on Form 10-K for the year ended December 31, 2021, and to restate Array's interim financial statements as of March 31, 2021, June 30, 2021, September 30, 2021, and for the three months ended March 31, 2021, the three and six months ended June 30, 2021 and the three and nine months ended September 30, 2021 (collectively, the "Prior Period Financial Statements").

Background of Restatement

On March 23, 2022, the management and the Audit Committee of the Company, in consultation with BDO USA LLP (“BDO”), the Company’s independent registered public accounting firm, determined that the Company’s previously issued interim financial statements, as of March 31, 2021, June 30, 2021, September 30, 2021, and for the three months ended March 31, 2021, the three and six months ended June 30, 2021 and the three and nine months ended September 30, 2021 (the “Non-Reliance Periods”), should no longer be relied upon due to an error in the recognition of revenue under Accounting Standards Codification Topic 606, Revenue from Contracts with Customers (“ASC 606”) for the Non-Reliance Periods. The errors resulted from an incorrect conclusion regarding (1) the identification and recognition of performance obligations for customer contracts, and (2) that certain projects which were negotiated with customers at the same time should be combined and recognized as a single performance obligation using an over-time methodology. During Fiscal 2021, management reviewed the respective agreements from 2019 through 2021 and determined that certain projects should instead be considered multiple performance obligations and accounted for as either over-time or point-in-time depending on the nature of the underlying contractual terms. Management and the Audit Committee have determined that these accounting changes required a restatement of the Prior Period Financial Statements (the “Restatement”).

Previously filed quarterly reports on Form 10-Q for the Prior Period Financial Statements have not been amended. Accordingly, investors should no longer rely upon the Company’s previously released financial statements for these periods and any earnings releases or other communications relating to these periods, and, for these periods, investors should rely solely on the financial statements and other financial data for the relevant periods included in this Annual Report on Form 10-K. See Note 22, “Restatement of Previously Issued Unaudited Interim Condensed Consolidated Financial Statements,” for the impact of these adjustments on each of the first three quarters of fiscal 2021.

Internal Control Considerations

In connection with the restatement, management has assessed the effectiveness of our internal controls over financial reporting as of December 31, 2021. Based on this assessment, management identified material weaknesses in our internal control over financial reporting as of December 31, 2021. Management is taking steps to remediate the material weaknesses in our internal control over financial reporting, as described in Part II, Item 9A, “Controls and Procedures”

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PART I

Item 1. Business

Overview

We are one of the world's largest manufacturers of ground-mounting systems used in solar energy projects. Our principal product is an integrated system of steel supports, electric motors, gearboxes and electronic controllers commonly referred to as a single-axis "tracker." Trackers move solar panels throughout the day to maintain an optimal orientation to the sun, which significantly increases their energy production. Solar energy projects that use trackers generate more energy and deliver a lower Levelized Cost of Energy ("LCOE") than projects that use "fixed tilt" mounting systems, which do not move. The vast majority of ground mounted solar systems in the U.S. use trackers.

Our trackers use a patented design that allows one motor to drive multiple rows of solar panels through articulated driveline joints. To avoid infringing on our U.S. patent, our competitors must use designs that we believe are inherently less efficient and reliable. For example, our largest competitor's design requires one motor for each row of solar panels. As a result, we believe our products have greater reliability, lower installation costs, reduced maintenance requirements and competitive manufacturing costs. Our core U.S. patent on a linked-row, rotating gear drive system does not expire until February 5, 2030.

We sell our products to engineering, procurement and construction firms ("EPCs") that build solar energy projects and to large solar developers, independent power producers and utilities, often under master supply agreements or multi-year procurement contracts.

Demand for ground-mounting systems is driven by installations of new ground-mounted solar energy projects. Demand for our products and our competitors' products is a function of the percentage of those new installations that use trackers as opposed to fixed-tilt mounting systems. Historically, we have derived the majority of our revenues from the sale of trackers used in solar energy projects located in the U.S. During the year ended December 31, 2021, we derived 97% and 3% of our revenues from customers in the U.S. and rest of the world, respectively.

We are a U.S. company with our headquarters and principal manufacturing facility in Albuquerque, New Mexico. As of December 31, 2021, we had 471 full-time employees.

Sales

Our Customers

We sell our products to EPCs that build solar energy projects and to large solar developers, independent power producers and utilities, often under master supply agreements or multi-year procurement contracts. Although sales to a single customer may occasionally be greater than 10%, they generally represent multiple projects for many different end customers who often directly influence or make the decision to use our products. In 2021, our sales to EPC's represented approximately 70% of our revenue.

Our Products and Services

Our Tracker System

Large-scale solar energy projects are typically laid out in successive "rows" that form an "array." An array can have dozens of rows with more than 100 solar panels in each row. With a single-axis tracker system, motors and gears cause each row of solar panels to rotate along their north-south axis to continually align the row with the sun throughout the day. Different tracker manufacturers use different approaches to rotate the panels in a row. We have patented single-axis tracker systems that use one electric motor to drive the rotation of multiple

rows through articulated driveline joints, require only a single bolt clamp to attach solar panels and automatically stow in high wind conditions. We refer to our design as the “DuraTrack” system. We believe our DuraTrack system has significant advantages, including:

- requiring fewer motors per megawatt (“MW”) than competing products;
- creating site design flexibility;
- enabling higher power density than competing products;
- making installation easier;
- automatically stowing in high wind conditions;
- having high reliability and no scheduled maintenance; and
- incorporating software and machine learning capabilities that enhance performance.

DuraTrack® HZ v3

Our principal product is the DuraTrack® HZ v3 tracker system, which we launched in May 2015. DuraTrack HZ v3 is our third-generation single axis tracker and incorporates unique features such as a patented single-bolt per module mounting system that reduces installation time, a passive wind load mitigation system and a low number of motors and controls per MW.

SmarTrack Software

SmarTrack is our software product that uses site-specific historical weather and energy production data, in combination with machine learning algorithms, to identify the optimal position for a solar array in real time to increase its energy production.

Markets

Product Roadmap

Our products reflect the innovation focus and engineering capabilities of our people. Our product roadmap is rooted in delivering value to the customer, differentiated products and services and new market creation.

We have introduced three generations of trackers and each new version has delivered significant cost and performance improvements over the prior version. We are currently developing the fourth generation of the DuraTrack technology which will focus on improvements to performance, reliability and cost of ownership.

We are also planning to introduce improvements and additional functionality to our SmarTrack software, including unique positioning algorithms designed to maximize energy production from arrays that use bi-facial panels, pre-positioning instructions based on weather forecasts and enhanced site-specific machine learning capabilities as well as cybersecurity enhancements.

Sales and Marketing Strategy

Our sales and marketing strategy is to educate all influencers and stakeholders involved in building, owning and maintaining a solar energy project on the merits of our products generally and their low lifetime cost of ownership specifically. With the objective of making DuraTrack the preferred tracker system globally, we educate customers and influencers through a combination of direct sales efforts; commissioning independent, third-party studies; hosting training seminars; and sponsoring industry conferences and events.

We take a “360-degree” approach to selling, working with developers, independent power producers, EPCs, utilities, independent engineering firms, insurers and mechanical subcontractors in each of the countries where

we operate. In the United States, Europe, the Middle East and Africa ("EMEA"), Latin America and Australia our products are actively sold by employees in seven different countries.

Training and Customer Support

We offer our customers engineering expertise to design and deliver the optimal solution for each unique project, installation training services and dedicated project management to provide comprehensive technical support.

We offer a wide variety of training and support designed to ensure an efficient build process of our tracker system, including hands on and video supported instruction and documentation. We support all of our customers with design consulting throughout the sales process. Our technical support organization includes applications engineering, geotechnical and civil engineering in each region where we operate. To support projects around the globe, we have resources available to work on solutions 24/7. We manage open issues via our customer relationship management system in order to monitor service, track closure of all customer issues and further improve our customer service in every region in which we sell our products.

Customer service and satisfaction are a key focus for us and contribute to our success. We have field service engineers located in the geographies where we are active, and support our customers with commissioning of large projects, introduction of new technologies and features and on-the-job training of new installers.

Competition

Trackers are highly specialized products that are specific to the solar industry. The unique expertise required to design trackers and customers' reluctance to try unproven products has confined the number of firms that produce trackers to a relatively small number. Our principal tracker competitors include NEXTracker Inc., a subsidiary of Flex Ltd., PV Hardware and Artech Solar. We also compete indirectly with manufacturers of fixed tilt mounting systems, including UNIRAC, Inc., and RBI Solar Inc., a subsidiary of Gibraltar Industries, Inc. We compete on the basis of product performance and features, total cost of ownership (usually measured by LCOE), reliability and duration of product warranty, sales and distribution capabilities, and training and customer support.

Resources

Manufacturing

We operate a fifty-seven thousand square foot manufacturing facility in Albuquerque, New Mexico. Our manufacturing process is designed to meet four objectives: limit capital intensive and low value-added activities that can be outsourced to other companies; minimize labor content where possible; minimize the amount of assembly our customers will be required to do at the site; and minimize material movement both from vendors to us and inside our factory.

We produce module clamps, center structures, spring dampers and motor controller assemblies at our Albuquerque facility. We have entered outsourcing contracts for steel tubing, drivelines, bearing assemblies and gear boxes that ship directly from our suppliers to job sites or designated warehouses. By using vendors, we are able to drop ship products directly to our customers' sites, which improves working capital turnover, quality and inventory management.

While we maintain certain levels of supplies and inventories, have the capability to in source some of the products manufactured by outside vendors to our principal manufacturing facility and have identified alternative vendors for contingency purposes, we depend upon a small number of vendors to manufacture certain components used in our products. We have implemented a policy that no component be single-sourced and that second-source suppliers be located domestically where possible.

We believe our status as a U.S. company with U.S. manufacturing reduces the potential impact of U.S. government tariffs placed on, or other U.S. government regulatory actions taken against, products manufactured in foreign countries.

Research and Development

We continually devote resources to research and development ("R&D") with the objective of developing innovative new products and services that enhance system performance, improve product reliability, reduce product cost and simplify installation. Our development strategy is to identify features that bring value to our customers and differentiate us from our competitors. We measure the effectiveness of our R&D using a number of metrics, beginning with a market requirements definition, which includes a program budget, financial payback, resource requirements, and time required to launch the new product, system, or service into the market. We employ a stringent engineering phase gate review process that ensures all R&D programs are meeting their stated objectives from inception to deployment.

We have a strong R&D team with significant experience in solar energy as well as expertise in mechanical engineering, software engineering, civil engineering, systems/control engineering, power electronics, semiconductors, power line communications and networking. As needed, we collaborate with academia, national laboratories and consultants, to further enhance our capabilities and confirm results independently.

Intellectual Property

The success of our business depends, in part, on our ability to maintain and protect our proprietary technologies, information, processes and know-how. We rely primarily on patent, trademark, copyright and trade secret laws in the United States and similar laws in other countries, confidentiality agreements and procedures and other contractual arrangements to protect our technology. As of December 31, 2021, we had two U.S. trademark registrations, eleven issued U.S. patents, 152 issued non-U.S. patents, eighteen patent applications pending for examination in the United States, fourteen U.S. provisional patent applications pending, 94 patent applications pending for examination in other countries and eight domain name registrations. Many of our patents relate to mounting assemblies, solar trackers and related methods. Our U.S. issued patents are scheduled to expire between 2030 and 2037.

We rely on trade secret protection and confidentiality agreements to safeguard our interests with respect to proprietary know-how that is not patentable and processes for which patents are difficult to enforce. We believe that many elements of our manufacturing processes involve proprietary know-how, technology or data that are not covered by patents or patent applications, including technical processes, test equipment designs, algorithms, and procedures.

Our policy is for our research and development employees to enter into confidentiality and proprietary information agreements with us to address intellectual property protection issues and require our employees to assign to us all the inventions, designs and technologies they develop during the course of employment with us. However, we might not have entered into such agreements with all applicable personnel, and such agreements might not be self-executing. Moreover, such individuals could breach the terms of such agreements.

We also require our customers and business partners to enter into confidentiality agreements before we disclose any sensitive aspects of our technology or business plans.

Government Contracts

None.

Seasonality

Our revenue is impacted by seasonality related to federal investment tax credit (“ITC”) step-downs for solar energy projects and construction activity.

ITC step-downs. While solar power is cost-competitive with conventional forms of generation in many U.S. states even without the ITC, we believe step-downs in the ITC have influenced, and will continue to influence, the timing and quantity of some customers’ orders. During the fourth quarter of 2019, we received approximately \$400 million of orders that were structured to maintain our customers’ eligibility for the 30% ITC available for projects for which construction began before 2020. We shipped and recorded the associated revenues on approximately \$100 million and \$300 million of those orders in the fourth quarter of 2019 and first half of 2020, respectively. During the fourth quarter of 2020, we received approximately \$80 million of orders that were structured to maintain our customers’ eligibility for the 26% ITC that is available for projects for which construction began before 2021, respectively. We shipped and recorded the associated revenues on approximately \$40 million and \$40 million of those orders in the fourth quarter of 2020 and the first half of 2021, respectively. The current 26% ITC phases down to 22% for projects that begin construction in 2023, and then phases down to a permanent 10% level for projects that begin construction in 2024 or later. We cannot predict our customers’ behavior; however, should the step-downs remain intact we expect to see a similar order pattern to what was experienced in prior years.

Construction activity. Project construction activity in North America is lower in colder months. The installation of a solar tracker requires setting foundations in the ground which is more costly when the ground is frozen. Accordingly, we typically expect to see higher revenues in the second and third quarters when the weather is warmer in North America and lower in the first and fourth quarters when the weather is colder absent other factors. While we expect this seasonality will continue to impact us in the near term as a large portion of our business is in North America, we expect to see less pronounced seasonal variations as we expand into new global markets in the southern hemisphere.

Government Regulation

Environmental Laws and Regulations

We are subject to a variety of environmental, health and safety, and pollution-control laws and regulations in the jurisdictions in which we operate. We do not believe the costs of compliance with these laws and regulations will be material to the business or our operations. We use, handle, generate, store, discharge and dispose of hazardous substances, chemicals and wastes at some of our facilities in connection with our product development, testing and manufacturing activities. Any failure by us to control the use of, to remediate the presence of or to restrict adequately the discharge of such substances, chemicals or wastes could subject us to potentially significant liabilities, clean-up costs, monetary damages and fines or suspensions in our business operations. In addition, some of our facilities are located on properties with a history of use involving hazardous substances, chemicals and wastes and may be contaminated. Although we have not incurred, and do not currently anticipate, any material liabilities in connection with such contamination, we may be required to make expenditures for environmental remediation in the future.

Government Incentives

Federal, state, local and foreign government bodies provide incentives to owners, end users, distributors and manufacturers of solar energy systems to promote solar electricity in the form of rebates, tax credits and other financial incentives such as system performance payments, payments for renewable energy credits associated with renewable energy generation, and an exclusion of solar energy systems from property tax assessments. The range and duration of these incentives varies widely by geographic market. The market for grid-connected applications, where solar power is sold into organized electric markets or pursuant to power purchase agreements, often depends in large part on the availability and size of these government subsidies and

economic incentives. The following is a summary of the major current government subsidies and economic incentives in the key jurisdictions where our customers operate.

United States. The U.S. federal government provides an ITC that allows a taxpayer to offset its federal income tax liability by a percentage of its cost basis in a solar energy system put to commercial use. The value of the tax credit varies depending on the year in which construction is deemed to begin. Under the current legislative framework, solar projects that were under construction by the end of 2019 qualify for a tax credit equal to 30% of the project's cost. The value dropped to 26% for projects starting construction in 2020 through 2022, and 22% for projects starting construction in 2023. The credit drops to a permanent 10% level for projects that begin construction in 2024 or later. Projects that begin construction before 2024 but are not placed in service until 2026 or later, are also limited to the 10% credit.

The federal government also permits accelerated depreciation, and in some cases 100% "bonus" depreciation, for certain equipment, including solar energy systems. In addition, some U.S. states offer an additional corporate investment or production tax credit for solar that is additive to the ITC. Additionally, many U.S. states and local jurisdictions have established various property tax abatement incentives for renewable energy systems.

Human Capital

We believe our success depends on our ability to attract and retain outstanding employees at all levels of our business. As of December 31, 2021, we had 471 full-time employees, of which approximately 93% are located in the United States, with the balance located in Europe, Latin America, Australia, and Asia. None of our employees are represented by a labor union. We have not experienced any employment-related work stoppages, and we consider relations with our employees to be good. During the COVID-19 pandemic, we have implemented procedures to reduce the risk of spreading the virus and have implemented an hourly incentive for employees that work in our manufacturing facilities.

We have a team-oriented culture, which we believe helps us to succeed and drive operational excellence. As a rapidly growing business, we rely on the success of our recruitment efforts to attract and retain technically skilled people who can support our ongoing innovation and expansion. We aim to be inclusive in our hiring practices focusing on the best talent for the role, welcoming all genders, nationalities, ethnicities, abilities and other dimensions of diversity. We drive high levels of performance and improvement by prioritizing training and development to ensure our team members are equipped with the knowledge, skills, and tools to succeed. We motivate and develop our employees by providing them with opportunities for advancement, and we invest in both on-the-job training and on-line training and development tools because we believe our people are the ultimate drivers of our success. These initiatives include multiple compliance trainings as well as various leadership development courses. In addition, we support external development and verification programs as well as offer education reimbursement.

We aim to provide our employees with competitive salary and benefits that enable them to achieve a good quality of life and plan for the future. Our benefits differ according to local norms and market preferences but typically include all salary and social benefits required by local law (including retirement saving programs, paid vacation and sick leave) and many additional benefits that go beyond legal requirements in local markets.

We aim to hire individuals who share our passion, commitment and entrepreneurial spirit. We are also committed to diversity and inclusion because we believe that diversity leads to better outcomes for our business and enables us to better meet the needs of our customers. We recognize the importance of diversity in leadership roles within our company.

Our employees' health and safety is important to us. During the COVID-19 pandemic, we took measures to ensure the safety of our employees by complying with federal, state and local health guidelines, and we have implemented procedures to reduce the risk of spreading the virus, such as work from home measures,